

Steve W. Berman (*admitted pro hac vice*)  
HAGENS BERMAN SOBOL SHAPIRO LLP  
1301 Second Ave, Suite 2000  
Seattle, WA 98101  
(206) 623-7292  
*steve@hbsslaw.com*

Elaine T. Byszewski (SBN 222304)  
HAGENS BERMAN SOBOL SHAPIRO LLP  
301 N. Lake Avenue, Suite 920  
Pasadena, CA 91101  
(213) 330-7150  
*elaine@hbsslaw.com*

*Attorneys for Plaintiff Allen Lee and the Proposed Class*

Randall B. Aiman-Smith (SBN 124599)  
Hallie Von Rock (SBN 233152)  
AIMAN-SMITH & MARCY  
7677 Oakport St. Suite 1150  
Oakland, CA 94621  
(510) 817-2711  
*ras@asmlawyers.com*

*Attorneys for Plaintiff Mahmoud Ameri and the Proposed Class*

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**  
**SAN FRANCISCO DIVISION**

ALLEN LEE, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

TICKETMASTER L.L.C., a Virginia  
corporation, LIVE NATION  
ENTERTAINMENT, INC., a Delaware  
corporation,

Defendants.

MAHMOUD AMERI, on behalf of himself  
and all others similarly situated,

Case Nos. 18-cv-5987-VC & 18-cv-6750-VC

**CLASS ACTION**

**STATEMENT OF RECENT DECISION  
PER LOCAL RULE 7-3(D)(2)**

Hearing Date: March 7, 2019  
Time: 10:00 am  
Place: Courtroom 4  
Judge: Hon. Vince Chhabria

Plaintiff,

v.

TICKETMASTER LLC, and DOES 1-10,  
inclusive,

Defendants.

---

Following the filing of plaintiffs' opposition to defendants' motion to compel arbitration on December 21, 2018, the Supreme Court issued *Henry Schein, Inc. v. Archer & White Sales, Inc.* on January 8, 2019.<sup>1</sup> In *Schein*, the Supreme Court settled a split among the Courts of Appeals as to whether there is a "wholly groundless" exception when the parties have agreed that arbitrability—the determination of whether their arbitration agreement applies to the particular dispute—should be delegated to the arbitrator.<sup>2</sup> The Supreme Court held that such an exception is inconsistent with the FAA.<sup>3</sup> So the parties' argument based on this exception is no longer pertinent.<sup>4</sup> But, as stated in opposition, where there is no agreement to arbitrate in the first place, it is not necessary to reach whether the terms validly delegate any question of arbitrability to an arbitrator.<sup>5</sup> Moreover, the arbitration provisions do not clearly and unmistakably delegate arbitrability to the arbitrator, and the delegation clause in the Ticketmaster arbitration provision is also unconscionable and therefore unenforceable.<sup>6</sup>

DATED: January 10, 2019

HAGENS BERMAN SOBOL SHAPIRO LLP

By: /s/ Steve W. Berman  
 Steve W. Berman (admitted *pro hac vice*)  
 1301 Second Ave, Suite 2000  
 Seattle, WA 98101  
 (206) 623-7292  
 steve@hbsslaw.com

Elaine T. Byszewski (SBN 222304)  
 HAGENS BERMAN SOBOL SHAPIRO LLP  
 301 North Lake Avenue, Suite 920  
 Pasadena, CA 91101  
 (213) 330-7150  
 elaine@hbsslaw.com

*Attorneys for Plaintiff Allen Lee and the Proposed Class*

<sup>1</sup> No. 17-1272, \_\_ S. Ct. \_\_, 2019 WL 122164 (Jan. 8, 2019), attached as Exhibit A.

<sup>2</sup> *Id.* at \*2.

<sup>3</sup> *Id.*

<sup>4</sup> Plaintiffs' Joint Opposition to Defendants' Motion to Compel Arbitration, ECF 29, at 2; Motion, ECF No. 25, at 13, 15.

<sup>5</sup> Opposition at 2-8.

<sup>6</sup> *Id.* at 13-15.

DATED: January 10, 2019

AIMAN-SMITH & MARCY

By: /s/ Randall B. Aiman-Smith  
Randall B. Aiman-Smith (SBN 124599)  
Reed W.L. Marcy (SBN 191531)  
Hallie Von Rock (SBN 233152)  
Carey A. James (SBN 269270)  
Brent A. Robinson (SBN 289373)  
7677 Oakport St. Suite 1150  
Oakland, CA 94621  
(510) 817-2711  
[ras@asmlawyers.com](mailto:ras@asmlawyers.com)  
[rwlsm@asmlawyers.com](mailto:rwlsm@asmlawyers.com)  
[hvr@asmlawyers.com](mailto:hvr@asmlawyers.com)  
[caj@asmlawyers.com](mailto:caj@asmlawyers.com)  
[bar@asmlawyers.com](mailto:bar@asmlawyers.com)

*Attorneys for Plaintiff Mahmoud Ameri and the  
Proposed Class*